3812

BILL NO. S-77-11-33

SPECIAL ORDINANCE NO. S-262-77

AN ORDINANCE approving a contract with L. W. Dailey, Inc., for Resolution No. 5774-1977.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated November 7, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and L. W. Dailey, Inc., for:

> Resolution No. 5774-1977: To construct sidewalk on the north side of Pontiac Street from the east property line of Central Drive to the west property line of Radcliff Drive.

for a total cost of $36,570.50, of which will be paid under Barrett Law (by property owners), all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__ at ______ o'clock ______ M.,E.S.T.

DATE: 11-22-77 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.				X	
STIER	✓				
TALARICO	✓				

DATE: 12-13-77 Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-262-77 on the 13th day of December, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of December, 1977 at the hour of 11:00 o'clock A. M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 16th day of December, 1977, at the hour of 1:00 o'clock P M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-11-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance approving a contract with L.W. Dailey, Inc., for Resolution No. 5774-1977

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN	W. Moses Jr.
DONALD J. SCHMIDT	D J Schmidt
VIVIAN G. SCHMIDT	
PAUL M. BURNS	Paul M. Burns
SAMUEL TALARICO	Samuel J. Talarico

12-13-77 CONCURRED IN

DATE ________ CHARLES W. WESTERMAN, CITY CLERK

65-131-11 11/7/77

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

This Agreement, made and entered into this 7 day of November, 1977

by and between --

------------------------------L. W. DAILEY, INC.----------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5774-1977: To construct sidewalk on the north side of Pontiac Street from the east property line of Central Drive to the west property line of Radcliff Drive.

by grading and paving the roadway to a width of ~~feet with~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5774-1977 ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and eighty cents per square yard	3.80
Curb Removal	One dollar and thirty cents per lineal foot	1.30
Curbface Walk w/7" High Curb	One dollar and fifty-five cents per square foot	1.55
Standard 4" Concrete Walk	One dollar and thirty-five cents per square foot	1.35
Catch Basin, Type I	Eight hundred and fifty dollars and no cents for each	850.00
Inlet, Type I	Four hundred dollars and no cents for each	400.00
Casting, Type C	One hundred and twenty dollars and no cents for each	120.00
Casting Adjusted to Grade	One hundred and fifty dollars and no cents for each	150.00
Adjust Water Valve to Grade	Sixty-five dollars and no cents for each	65.00
Concrete Pipe, Class IV, 12" RCP	Sixteen dollars and no cents per lineal foot	16.00
Dirt Backfill Material	Eight dollars and no cents per ton	8.00
Seed, Fertilizer & Mulch	Three dollars and no cents	3.00

by grading and paving the roadway to a width of XXXXXXXXXXXXXfeet withXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5774-1977 ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and eighty cents per square yard	3.80
Curb Removal	One dollar and thirty cents per lineal foot	1.30
Curbface Walk w/7" High Curb	One dollar and fifty-five cents per square foot	1.55
Standard 4" Concrete Walk	One dollar and thirty-five cents per square foot	1.35
Catch Basin, Type I	Eight hundred and fifty dollars and no cents for each	850.00
Inlet, Type I	Four hundred dollars and no cents for each	400.00
Casting, Type C	One hundred and twenty dollars and no cents for each	120.00
Casting Adjusted to Grade	One hundred and fifty dollars and no cents for each	150.00
Adjust Water Valve to Grade	Sixty-five dollars and no cents for each	65.00
Concrete Pipe, Class IV, 12" RCP	Sixteen dollars and no cents per lineal foot	16.00
Dirt Backfill Material	Eight dollars and no cents per ton	8.00
Seed, Fertilizer & Mulch (incl. Fine Grading)	Three dollars and no cents per square yard	3.00
H.A.C. Surface Mix for Wedging	Fifty dollars and no cents per ton	50.00
#53 Stone for Backfill Behind Walk	Nine dollars and fifty cents per ton	9.50
Casting Type G	One hundred dollars and no cents for each	100.00
Stone Backfill for Trench #53	Six dollars and fifty cents per ton	6.50
TOTAL	Thirty-six thousand five hundred seventy dollars and fifty cents	36,570.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69, of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5774-1977 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed within 20 working days after Contract is approved by City Council ~~on or before~~xxxxxxxxxxxxxxx, 19xxxx and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this________

day of____________________, 19____

L.W. DAILEY INC.

BY: [signature]

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

____

____

____

____

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

____

CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

SIDEWALK IMPROVEMENT RESOLUTION

No. 5774 -1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to construct sidewalk on north side of Pontiac Street from the east property line of Central Drive to the west property line of Radcliff Drive.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

65% of total project ~~The cost of said improvement~~ shall be assessed upon the real estate abutting on said Pontiac St. as above described and 35% upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of six ~~five~~ per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this ________ day of ____________, 19___.

BOARD OF PUBLIC WORKS: ____________

____

____

CALHOUN PRESS

GUARANTY BOND

Know All Men by These Presents, That we --

-------------------------L. W. DAILEY, INC.----------------------------- Contractors

as principal, and --

-------ST. PAUL FIRE AND MARINE INSURANCE COMPANY------------------------ as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-SIX THOUSAND

FIVE HUNDRED SEVENTY DOLLARS AND FIFTY CENTS-------------------------------------

--- ($36,570.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -------------------------

-----------------------------------L. W. DAILEY, INC.----------------------------

did on the ______________ day of ______________

______________, enter into a contract with the City of Fort Wayne to construct a

______________ Pavement

on Resolution No. 5774-1977 ~~Street from~~ To construct sidewalk on the north side of Pontiac Street from the east property line of Central Drive to the west property line of Radcliff Drive.--

----

--- according to certain plans and specifications, and also warranting and guaranteeing the work, for a period of three years material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said ------------------------------------

------L. W. DAILEY, INC.------------------ shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 21st day of October 1977

L. W. DAILEY, INC. (SEAL)

BY: [signature] (SEAL)

St. Paul Fire & Marine Insurance Company

ITS: [signature] (SEAL)

Attorney-in-fact

Approved this ______________ day of ______________

____

____

____

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we

L. W. DAILEY, INC.

as principal, and

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-SIX THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND FIFTY CENTS for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

($36,570.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ______ day of ______, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 21st day of October 1977

L. W. DAILEY, INC. (SEAL)

BY: [signature] Pres. (SEAL)

St. Paul Fire & Marine Insurance Company

ITS: [signature] (SEAL)

Attorney-in-fact

______ (SEAL)

Approved this ______ day of ______

______

______

______

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

October 14, 1977

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	11.40	35¢	55¢			3if
BOILERMAKER		S	11.70	80	1.00		3¢	
BRICKLAYER		S	10.34	45	50		1	4if
CARPENTER	(BUILDING)	S	9.85		6%		7	2if
	(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON		S	9.35	75	40		1	
ELECTRICIAN		S	11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR		S	10.18	49½	32	8%	2	
GLAZIER		S	9.53	12		40	4	25¢Hol
IRON WORKER		S	10.75	75	85		1	2if
LABORER	(BUILDING)	S-SS US	7.25-7.55	60	45		9	
	(HIGHWAY)	S-US-SS	7.15-8.00	60	45		9	
	(SEWER)	S-US-SS	7.15-7.95	60	45		8	
LATHER		S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER		S	10.18		6%		7	2if
OPERATING ENGINEER	(BUILDING)	S-SS US	7.90-11.00	40	55		8	
	(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
	(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER		S	8.60-9.60	42	45		10	6¢mis
PLASTERER		S	9.27	60	40			
PLUMBER & STEAMFITTER		S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER		S	7.20-9.45					
ROOFER		S	9.45		10			
SHEETMETAL WORKER		S	10.54	40	35		4	13if
TEAMSTER	(BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this pr as set by the wage scale committee, but in no way shall it prevent the contractor or sub contractor from paying a higher rate of wages than set out in the schedule of wages on fil

DATED THIS 28 DAY OF June. 1977

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF IN.

[illegible]
REPRESENTING THE AWARDING AGENT

[illegible]
REPRESENTING STATE A.F.L. & C.I.O

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

I

Fidelity and Surety Department

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

(A Capital Stock Company)

ST. PAUL, MINNESOTA

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,–Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 5th day of January A. D. 19 76

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey } ss.

Vice President.

On this 5th day of January 19 76, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of October 19 77

Secretary.

*Unlimited as to character and amount.

10370 CPS Rev. 10-74 Printed in U.S.A.

REG. 38

CONTRACT - IMPROVEMENT RESOLUTION NO. 5774-77 PONTIAC STREET SIDEALK, L. W. DAILEY, INC., CONTRACTOR, INTHE AMOUNT OF $36,570.50

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-77-11-33

SYNOPSIS OF ORDINANCE CONTRACT FOR SIDEWALK IMPROVEMENT RESOLUTION NO. 5774-77

SIDEWALK FOR PONTIAC STREET, L. W. DAILEY, INC., CONTRACTOR, IN THE AMOUNT OF $36,570.50.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF SIDEWALK ON PONTIAC STREET FROM CENTRAL DRIVE TO RADCLIFF DR.

EFFECT OF NON-PASSAGE INABILITY TO GO AHEAD WITH PROJECT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) PROPERTY OWNER, BARRETT BOND

ASSIGNED TO COMMITTEE

EP Public Works